

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION

FILED
AUG 18 2009
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY [Signature]
DEPUTY CLERK

Chris Humphreys
Plaintiff

v.

The Inspiration Networks
Defendant

Case Number: _____

W09CA206

Complaint

1. Chris Humphreys is an independent television producer with credits on multiple programs. His address is 309 Chamberly Rd. Waco, TX 76712. He brings this complaint due to a breach of contract by The Inspiration Networks.
2. The Inspiration Networks is a cable television network located at 3000 World Reach Drive, Indian Land, SC 29707.
3. Federal Diversity jurisdiction is proper in this case under 28 USC § 1332. There is diversity of citizenship between the parties and the amount in controversy is in excess of \$75,000.
4. In October of 2005 Chris Humphreys traveled to Europe to begin filming two episodes and a pilot for a travel television program called "Getting Out of The City."

5. In March of 2006 Mr. Humphreys began a dialogue with Pam Oden, who was then the Senior Account Executive for The Inspiration Networks, and a meeting was scheduled between her and Mr. Humphreys for April of 2006 to discuss the possibility of Mr. Humphreys producing "Getting Out of The City" for The Inspiration Networks.

6. In April of 2006 Mr. Humphreys flew to North Carolina, which was then the home of The Inspiration Networks, and met Ms. Oden and others to show them the demo length pilot for "Getting Out of The City."

7. During the April 2006 meeting, Ms. Oden indicated that she loved the "Getting Out of The City" pilot and thought that it would make a great fit for iLifetv, a daughter network of The Inspiration Networks, and that she was going to pass along Mr. Humphreys' materials to Ron Shuping, head of programming for The Inspiration Networks, and that he would most likely pass them along to Christie Legg, Vice President of iLifetv.

8. Approximately a week after the April 2006 meeting, Mr. Humphreys was contacted by Christie Legg to further discuss the possibility of The Inspiration Networks picking up "Getting Out of The City."

9. On May 2, 2006 Mr. Humphreys submitted a budget to Ms. Legg which provided for 13 episodes of "Getting Out of The City" at \$20,000 per episode, which would begin being paid to Mr. Humphreys in December of 2006. This budget was confirmed several times from May 2006 and into 2007 through several emails between Ms. Legg and Mr. Humphreys.

10. On May 11, 2006 Mr. Humphreys received a letter of intent from Ms. Legg which stated that The Inspiration Networks would pick up air time on its network for "Getting Out of The City," The Inspiration Networks would schedule "Getting Out of The City" at

such times that it would receive distribution on each of its affiliates, and that Mr.

Humphreys could use the letter of intent to solicit and secure necessary sponsorship and funding for the continued production of "Getting Out of The City."

11. After receiving the letter of intent from the Inspiration Networks, Mr. Humphreys, as per the advice of Ms. Legg, used the letter of intent to secure a \$50,000 line of credit from American Bank in Waco, TX for the continued production of "Getting Out of The City."

12. After receiving the line of credit, Mr. Humphreys used the funds to employ a Dallas company to compose music for "Getting Out of The City" and to travel to European and Mediterranean destinations several times to complete production of the remaining episodes.

13. From September through December of 2006 there was regular correspondence between Mr. Humphreys and Ms. Legg regarding the progress of "Getting Out of the City."

14. In December of 2006, Mr. Humphreys, knowing that he was to begin delivering episodes soon, began to inquire as to how he was to format the programs. It was at this time that Ms. Legg informed Mr. Humphreys that The Inspiration Networks had been unable to discuss Mr. Humphreys' program during their budget meeting and that it would have to be brought up during a January 2007 meeting to discuss new programming.

15. In January of 2007, Mr. Humphreys continually inquired as to the progress of the budget meetings as well as technical information concerning delivery of "Getting Out of the City." Ms. Legg responded to Mr. Humphreys' technical questions but was continually evasive as to the status of the budget meetings.

16. Toward the end of January 2007, The Inspiration Networks released a press release stating that they were breaking ground on a new campus in South Carolina, their present location.

17. On February 6, 2007 Ms. Legg sent an email to Mr. Humphreys which stated that no money had been allocated to The Inspiration Networks for funding of new programs for 2007. However, the email stated that the situation would be reevaluated in a few months and that Mr. Humphreys would be at the top of her list when their budget would allow for new programming.

18. Mr. Humphreys, believing his contract with The Inspiration Networks to still be in effect, refrained from pitching "Getting Out of The City" to other networks from February 2007 until the middle of 2008 when correspondence between the parties ceased; Mr. Humphreys having never been paid for the 13 episodes he had taken the line of credit out to produce.


19. The May 11, 2006 letter of intent and corresponding email and telephone conversations between Mr. Humphreys and Ms. Legg constituted a valid and enforceable contract between The Inspiration Networks and Mr. Humphreys for the network to pick up Mr. Humphreys' travel program "Getting Out of The City."

20. The terms of this contract were 13 episodes at \$20,000 an episode for a total of \$260,000.

21. The Inspiration Networks breached the parties' contract under Texas Law by reneging on its promise to pick up "Getting Out of The City."

Mr. Humphreys prays this court to grant him his benefit of the bargain damages of \$260,000. Alternatively, Mr. Humphreys prays for restitution of the \$50,000 line of

credit he took out in reliance of The Inspiration Networks' letter of intent. If the court finds no valid contract between the parties, Mr. Humphreys prays for Quantum Meruit. Mr. Humphreys will additionally seek to recover his attorneys fees under Chapter 38 of the Texas Civil Practice & Remedies Code.



Joshua Jones
Attorney for Plaintiff
Texas State Bar Number: 24065517
August 17, 2009

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CIVIL COVER SHEET

W09CA206

JS 44 (Rev. 12/07)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Chris Humphreys

DEFENDANTS

The Inspiration Networks

(b) County of Residence of First Listed Plaintiff McLennan

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

(c) Attorney's (Firm Name, Address, and Telephone Number)

The Law Office of Joshua G. Jones

401 Congress Ave Ste. 1540

Austin, TX 78701

Tel: 512-687-6221

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

Breach of Contract due to Inspiration Networks' failure to pick up Mr. Humphreys' television program as agreed.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$
 UNDER F.R.C.P. 23 260,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/17/2009

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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DUPLICATE

Court Name: TEXAS WESTERN
Division: 6
Receipt Number: 600002145
Cashier ID: smiles
Transaction Date: 08/18/2009
Payer Name: LAW OFFICE OF JOSHUA G JONES

CIVIL FILING FEE
For: LAW OFFICE OF JOSHUA G JONES
Amount: \$350.00

CHECK
Check/Money Order Num: 1013
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

CIVIL CASE FILING FEE.
6:09-CV-206. CHRIS HUMPHREYS VS
THE INSPIRATION NETWORKS. CHECK
PAID BY THE LAW OFFICE OF JOSHUA G.
JONES; 401 CONGRESS AVENUE, STE
1540; AUSTIN, TX 78701